

U.S. Department of Justice
Washington, DC 20530

OMB NO. 1124-0004; Expires February 28, 2014

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant C&M International, Ltd.	2. Registration No. 3988
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3. Name of Foreign Principal

Bureau of Foreign Trade, Ministry of Economic Affairs, Government of the Republic of China (BOFT)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will advise and consult with the foreign principal on trade and economic developments in the United States, including the development and implementation of plans for the comprehensive conduct of trade relations with the government of the United States. There will be an initial focus on the formulation of comprehensive trade relations with the United States, which will hopefully culminate in the establishment of a reciprocal free trade agreement between Taiwan and the United States.

Formerly CRM-155

FORM NSD-4
Revised 03/11

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide comprehensive trade and economic consulting services to the Bureau of Foreign Trade, Ministry of Economic Affairs of the Republic of China. This will include trade policy and analytical studies, negotiating strategies, lobbying, and assisting BOFT with developing and maintaining a website to educate the public about US-Taiwan relations. Activities may also include the preparation and dissemination of letters, memoranda, lectures and speeches to public officials, legislators and government agencies.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant will engage in legislative activities directed toward members of Congress and committee staff; meetings with government agencies and government officials will be scheduled; and letters, memoranda, lectures and speeches may be prepared and disseminated in registrant's efforts to establish plans for the comprehensive conduct of trade relations between Taiwan and the United States.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
February 06, 2014	Doral Cooper, Chairman and CEO	/s/ Doral Cooper eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

C & M INTERNATIONAL LTD.

1001 PENNSYLVANIA AVENUE, N.W.
SUITE 1275
WASHINGTON, D.C. 20004-2895
(202) 624-2895
FACSIMILE: (202) 628-5116

CONSULTING AGREEMENT

This document shall serve as an agreement (the "Agreement") between the Bureau of Foreign Trade ("BOFT"), Ministry of Economic Affairs of the Republic of China, and Crowell and Moring International L.P., doing business as "C&M International Ltd.", a Delaware limited partnership (hereinafter referred to, individually as "BOFT" and "C&M International" consulting firm respectively, or collectively as "Parties"), regarding the engagement by which C&M International will provide BOFT with consulting and advisory services as set forth in this Agreement.

1. Retention. C&M International's client under the Agreement will be BOFT, for which the Economic Division of the Taipei Economic and Cultural Representative Office ("TECRO") may act in Washington, D.C., U.S.A.

2. Services. C&M International shall provide the following professional services:

a. Advising and consulting with BOFT on trade and economic developments affecting BOFT in multilateral organizations, including the World Trade Organization (WTO), the Asia Pacific Economic Cooperation forum (APEC) and the Organization for Economic Cooperation and Development (OECD);

b. Providing analysis on the ongoing negotiations of the Trans Pacific Partnership (TPP), how it affects Taiwan, and strategies of how Taiwan can participate; also providing background

information and analysis on other ongoing trade negotiations at the multilateral, regional and bilateral levels as requested;

c. Providing background information on ongoing trade negotiations at the multilateral, regional and bilateral levels, and providing analysis on policy options and outcomes;

d. Providing advice and analysis regarding negotiating options and strategies, including with the United States, as BOFT develops future strategies for negotiating bilateral and regional free trade, investment and other related agreements;

e. Assisting BOFT with any trade matters involving the United States, including the development and implementation of ongoing and future agreements being discussed under the U.S.-Taiwan Trade and Investment Framework Agreement (TIFA);

f. Analyzing important developments affecting U.S. trade policy toward Asia and elsewhere;

g. Assisting BOFT in maintaining and updating the "U.S.-Taiwan Connect" website;

h. Providing relevant reports on emerging policy issues and their further developments in international trade, including U.S. trade policy;

i. Providing BOFT with written reports on a periodic basis, describing C&M International's work under the Agreement.

3. Fees and Expenses.

a. BOFT shall pay C&M International a fee at the annual rate of Four hundred twenty-three thousand, seven hundred and twenty-eight U.S. dollars (US\$423,728), payable in equal payments on the first day of April, July, and October during first three quarters of each

year. For the fourth quarters of 2014 and 2015, payment shall be due by November 30, 2014 and 2015, respectively. The fee due for each of these payments will be One hundred five thousand, nine hundred and thirty-two U.S. dollars (US\$105,932).

b. BOFT shall reimburse C&M International for expenses incurred on behalf of BOFT (including, but not limited to: Domestic travel, telephone, fax, postage, word processing, photocopying, and administrative overtime) upon receipt of C&M International's invoices for such expenses. Any overseas travel between the U.S. and the ROC and any single item of out-of-pocket expense in excess of \$1,000.00 will not be undertaken unless they are specifically approved in advance by BOFT or TECRO. Normal reimbursable expenses will not exceed twenty-seven thousand, seven hundred and seventy-five U.S. dollars (US\$27,775.00) per year.

4. Term. The term of this Agreement shall be from January 1, 2014 through December 31, 2015. Either party may terminate this Agreement upon ninety (90) days' prior written notice to the other, provided that BOFT shall pay the fees and expenses of C&M International through the date of termination.

5. Relationship.

a. The parties have entered this Agreement as independent contractors, and no principal-agent or other relationship is created hereby. Each party is authorized to disclose this Agreement as such party may deem necessary or appropriate to comply with applicable laws, rules or government orders.

b. C&M International hereby agrees for itself, and on behalf of its officers, directors, employees, and agents, that it will use its best efforts to maintain the confidentiality of all non-public information regarding BOFT in connection with the performance of services to be

provided by the firm hereunder specified; however, that C&M International may disclose information as required by law or by judicial, administrative or Congressional process so long as C&M International shall provide BOFT reasonable advance notice of disclosure pursuant to such process.

c. During the term of this Agreement, C&M International will not enter the employ of or contract with the government of the 'People's Republic of China' or any entity of the government of the 'People's Republic of China.' Furthermore, C&M International and BOFT recognize the need to avoid conflict between C&M International's activities on behalf of its other clients and the interest of BOFT (including BOFT's interest in not having C&M International enter the employ of or contract with people or entities which, although not the government of the 'People's Republic of China' or an entity of the 'People's Republic of China', are controlled by the government of or an entity of the 'People's Republic of China'), as well as a conflict between C&M International's activities on behalf of BOFT and the interests of C&M International's other clients. C&M International and BOFT each agrees to identify any such potential conflict at the earliest possible opportunity and to bring the matter to the attention of the other party.

6. Legal Advice. C&M International is not engaged in the practice of law, and will not provide legal advice or services to BOFT. BOFT may retain, or direct C&M International to retain, any lawyers that BOFT chooses. Unless BOFT instructs C&M International otherwise, from time to time C&M International may, at its discretion, obtain legal services on behalf of BOFT from the Crowell & Moring LLP law firm. C&M International will be responsible for the cost of these legal services unless BOFT expressly agrees to pay such costs.

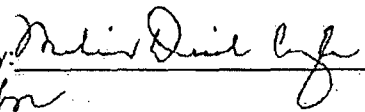
7. Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with, and governed by, the laws of the District of Colombia and the United States of America, without giving effect to conflict of laws principles.


8. Counterparts. The Agreement is executed in counterparts in both English and Chinese languages, each of which is deemed to be an original and equally binding.

CROWELL & MORING INTERNATIONAL
L.P.

Bureau of Foreign Trade, Ministry of
Economic Affairs (MOEA), Government of
the Republic of China

Crowell & Moring International Ltd.
Its General Partner

By: 
for
Doral Cooper
Chairman & CEO
C&M International Ltd.

By: 
Chun-fu Chang, Director General
Bureau of Foreign Trade, MOEA

Date: December 31, 2013

Date: Jan. 15, 2014

ANNEX

2014-2015 Focus of Work¹

1. Apart from the listed "multilateral organizations" in Section 2 (a), i.e. WTO, APEC, and OECD; "multilateral organizations" will also include organizations that Taiwan is seeking to join in recent years, including the Chemical Weapons Convention (CWC) and the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies (WA). C&M International will also provide strategies and talking points to assist Taiwan's participation in multilateral export control regimes.
2. Given that participation in the TPP is one of the priority trade policies of Taiwan, Section 2 (b) lists "Providing analysis on the ongoing negotiations of the Trans Pacific Partnership (TPP), how it affects Taiwan, and strategies of how Taiwan can participate," said strategies are to include assisting in lobbying efforts, including but not limited to selecting lobbying targets and coordinating meetings.
3. Section 2 (c) "multilateral, regional and bilateral levels" negotiations include but are not limited to TPP, Regional Comprehensive Economic Partnership (RCEP), Trade in Services Agreement (TISA), and the Transatlantic Trade and Investment Partnership (TTIP). The policy analysis and outcomes also include strategizing Taiwan's participation in multilateral and regional trade agreements (including TPP and RCEP) and providing talking points as tools for Taiwan's participation advocacy efforts.

¹ The Appendix is an addendum to the Services in Section 2. With the fast changing pace of international trade, the appendix can be adjusted on an annual basis so that the services may fulfill its full potential. The changes must be signed and approved by both sides before coming into effect.

4. Due to U.S. policies on revitalizing manufacturing in the United States, Taiwan hopes to engage this opportunity and encourage more bilateral investment, and prioritize the signing of a bilateral investment agreement. The "strategies" in Section 2(d) should include providing BOFT strategies on signing a U.S.-Taiwan Bilateral Investment Agreement.
5. Section 2 (e) "Assisting BOFT with any trade matters involving the United States" includes advising Taiwan on available and feasible strategic options for establishing a normalized, institutionalized industry dialogue between the United States and Taiwan (a U.S.-Taiwan CEO Forum).
6. Section 2 (f) "U.S. trade policy toward Asia" includes but is not limited to analyzing the U.S.-People's Republic of China's bilateral relationship and United States' strategies with Cambodia, Burma, Laos, and Brunei.
7. Section 2 (g) "maintaining and updating the "U.S.-Taiwan Connect" website" should include providing strategies to improve the readership of the website.
8. Section 2 (h) "emerging policy issues" will include but not be limited to the latest developments on intellectual property rights, green trade, and e-commerce issues.
9. Section 2 (i) "Providing BOFT with written reports on a periodic basis" indicates that reports will be provided on a quarterly basis, with reports provided to BOFT within a month after the quarter ends.

C & M INTERNATIONAL LTD.

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顧問合約

茲經中華民國經濟部國際貿易局延聘 Crowell and Moring International L.P. 顧問公司，(以下分別簡稱「BOFT」與「C & M 顧問公司」，或共稱「雙方」) 針對 C&M 顧問公司提供顧問與諮詢服務事項，雙方簽訂本合約並同意如下：

1. 聘任：本合約聘任 C&M 顧問公司之委託人為 BOFT，位於美國華盛頓特區之駐美國代表處經濟組(以下簡稱 TECRO)得代其執行。
2. 服務範圍：
 - a. C&M 顧問公司應就委託人在 WTO、APEC 及 OECD 等多邊國際組織中面臨的貿易及經濟發展問題提供意見及諮詢。
 - b. C&M 顧問公司應協助委託人分析跨太平洋夥伴協議 (TPP) 之進展、對中華民國影響及研擬中華民國加入該協議之對策，及其他要求協助分析之重大貿易協定。
 - c. C&M 顧問公司應提供委託人在多邊、區域及雙邊層級下進行貿易談判之背景資料，並就其決策之選擇及影響提出分析。

d. 在委託人制訂雙邊及區域自由貿易、投資及其他談判策略時，C&M 顧問公司將對談判之選項與策略提出建議及分析，包括與美國談判之策略。

e. C&M 顧問公司將協助委託人處理涉美貿易事務，包括台美貿易暨投資架構協定（TIFA）下所討論有關現行及未來協定之進展與執行。

f. C&M 顧問公司將分析影響美國對亞洲及其他國家貿易政策之重要發展。

g. C&M 顧問公司將協助維護並更新「台美入口網站」。

h. C&M 顧問公司將提出有關國際貿易新興議題及後續發展之相關報告，包括美國貿易政策。

i. C&M 顧問公司將定期向委託人提出可接受之書面報告，詳細說明履行本合約之工作進展。

3. 費用和開支

a. 委託人每年應支付 C&M 顧問公司肆拾貳萬參仟柒佰貳拾捌美元 (US\$423,728) 之服務費用，該筆款項在本合約期限內將於每年 4 月、7 月、10 月之第一天以同等數額支付。2014 年和 2015 年第四季款項應於 2014 年 11 月 30 日和 2015 年 11 月 30 日前支付。每期應支付 壹拾萬伍仟玖佰參拾貳美元 (US\$105,932)。

b. C&M 顧問公司代理委託人所產生之開支（包括但不限於：國內旅行、電話、傳真、郵費、文書處理、複印及行政加班費用），委託人應於收到 C&M 顧問公司出具該等費用之發票或證明書等文件後，償還該費用。往返美國與中華民國之旅費及所有單項實際開支超出壹仟美元(\$1,000)之部分，均必須事前取得

委託人或 TECRO 之許可。每年雜費支出不得超過貳萬柒仟柒佰柒拾伍美元 (US\$27,775) 之限額。

4. 期限：本合約有效期從 2014 年 1 月 1 日至 2015 年 12 月 31 日。任何一方若欲終止本合約應於九十日前以書面通知另一方，惟委託人應清償合約終止之前 C & M 顧問公司之所有服務費及雜費。

5. 關係

a. 合約雙方各以獨立機構身分簽署本合約，並不因此建立代理或其他關係。任何一方在需遵守相關法律、法規或政府命令時，得公開本合約。

b. C&M 顧問公司茲代表其自身、其高級人員、董事、員工和代理人，在執行服務時相關之所有非公開的委託人資訊，將盡最大努力予以保密。但 C&M 顧問公司可在法律、司法、行政和國會程序要求下公開資訊，惟需在公開資訊之前合理時間內通知委託人。

c. 在合約期間，C&M 顧問公司不得與「中華人民共和國」或「中華人民共和國」的任何政府機構建立雇用關係或簽署合約。C&M 顧問公司和委託人皆體認有必要避免 C&M 顧問公司代表其他委託人採取之行動與委託人的利益發生衝突（委託人的利益包括不容許 C&M 顧問公司與雖非「中華人民共和國」政府或「中華人民共和國」所屬實體、但卻由「中華人民共和國」政府或其所屬機構控制之人士或實體建立雇用關係或簽署合約）；也應避免 C&M 顧問公司代表委託人採

取之活動與其他委託人的利益發生衝突。雙方同意，應盡快辨識此種潛在衝突，並提請對方注意。

6. 法律諮詢：C&M 顧問公司不從事法律業務，亦不向委託人提供法律諮詢或服務。委託人可以聘任或指示 C&M 顧問公司聘用委託人選擇的任何律師。除非委託人對 C&M 顧問公司另有指示，C&M 顧問公司可隨時全權代表委託人向 Crowell & Moring LLP 法律事務所獲取法律服務。除非委託人明確同意支付這些法律服務費用，否則應由 C&M 顧問公司負擔。

7. 管轄法律：本合約之條款及規定應受美利堅合眾國及哥倫比亞特區之法律解釋並適用該法律，但不適用法律衝突原則。

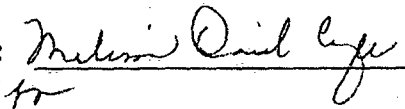
8. 本合約以英文與中文分別簽訂，中、英文版本均為正本並具有同等效力。


CROWELL & MORING
INTERNATIONAL L.P.

一般合夥人

中華民國經濟部國際貿易局

CROWELL & MORING
INTERNATIONAL Ltd.

簽字: 
for
C&M International LTD.
董事長兼首席執行官: Doris Cooper

簽字: 
局長 張俊福 Chun-fu Chang

日期: December 31, 2013

日期: Jan. 15, 2014

附件 (2014-2015 年工作重點)¹

1. 第 2 條 a 款所指多邊國際組織，除既有的 WTO、APEC 及 OECD 外，亦包括中華民國近期擬積極加入之多邊機制，包括聯合國禁止化學武器公約 (CWC) 及瓦聖納協定 (WA)，C&M 顧問公司應協助研擬中華民國參與或修訂國際出口管制條約之策略及說帖。
2. 鑒於尋求加入 TPP 係中華民國當前重要經貿政策之一，為強調 TPP 之重要性，第 2 條 b 款即列舉 C&M 顧問公司就該協議應提供委託人之服務內容，包括協助分析跨太平洋夥伴協議 (TPP) 之進展、對中華民國影響及研擬中華民國加入該協議之對策 (包括相關活動遊說對象之篩選等之規劃及協辦)。
3. 第 2 條 c 款有關提供多邊、區域及雙邊層級下進行貿易談判之背景資料，包括但不限於 TTP、區域全面經濟夥伴協定 (RCEP)、複邊服務業協定 (TISA)、跨大西洋貿易夥伴協定 (TTIP) 等，就其決策之選擇及影響提出分析，並就中華民國擬參與之多邊、區域經貿協定 (包括 TTP 及 RCEP) 研擬推動加入之整體及國家別說帖，以作為中華民國向各成員國遊說爭取支持之有利工具。
4. 鑒於美國近期推動製造業回流政策，委託人盼能趁此機會推動雙邊投資，並優先與美方洽簽雙邊投資協定 (BIA)，第 2 條 d 款所指與美國談判之策略，應包括協助委託人制定台美洽簽 BIA 之相關策略。

¹本附件係作為合約中服務項目之補充條款，因應當前國際經貿情勢及經濟整合發展快速演變，為

5. 第 e 款所指涉美貿易事務，應包括就推動建立台美企業常態性、制度性對話機制（台美企業 CEO 論壇）之可能策略選項，提供委託人諮詢服務。
6. 第 2 條 f 款所指美國對亞洲及其他國家貿易政策，包括但不限於研析中國大陸與美國政經關係發展現況，及美國對柬埔寨、緬甸、寮國及汶萊等國家之策略。
7. 第 2 條 g 款所指協助維護並更新「台美入口網站」，應包括協助委託人研擬改善該網站之閱讀品質之策略，以提升其點閱率。
8. 第 2 條 h 款有關國際貿易新興議題，包括但不限於智慧財產權、綠色貿易、電子商務等議題之最新發展。
9. 第 2 條 i 款所指「定期」係指每季，且相關書面報告最遲應於該季結束後 1 個月內提出。

使相關服務項目發揮應有效益，附件內容將逐年檢討修正。本附件內容修改需經雙方簽字同意後方可生效。